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9 Attorneys for Defendants
10 Premier Holding Corporation and Randall Letcavage

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
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15 SECURITIES AND EXCHANGE
COMMISSION,

16 Plaintiff,

17 vs.
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19 PREMIER HOLDING CORPORATION, et
al.,

20 Defendants.
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Case No. 8:18-CV-00813-CJC-KES

**DECLARATION OF ANTHONY N.
DEMINT, ESQ. IN SUPPORT OF
MOTION TO WITHDRAW**

Date: February 25, 2019

Time: 1:30 p.m.

Ctrm: 7C (Hon. Cormac J. Carney)

1 I, Anthony N. DeMint, declare as follows:

2 1. I am the Managing Member of DeMint Law, PLLC (“DeMint”), which represents
3 the Defendants in this action, Premier Holding Corporation (“Premier”) and Randall Letcavage
4 (“Letcavage”)(Premier and Letcavage together the “Defendants”).

5 2. I make this Declaration in support of DeMint’s motion to withdraw as counsel for
6 Defendants based on my own personal knowledge or, where specified, on information and belief
7 based on documents and statements that I believe to be true and accurate.

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9 History of DeMint’s Representation of Defendants

10 3. On or about January 29, 2018, Defendants retained DeMint to represent them in
11 this Action.

12 4. In retaining DeMint, Defendants agreed to cooperate with DeMint in the
13 preparation and conduct of the representation and to pay DeMint’s invoices in a timely way.
14 Failure to cooperate and failure to pay promptly were agreed-upon reasons for DeMint to
15 withdraw from the representation.
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17 5. Within months of appearing in the instant litigation, it became apparent to DeMint
18 that it could not effectively and professionally represent Defendants unless the attorney-client
19 relationship was greatly improved.

20 6. Accordingly, about five and a half months after being retained, DeMint gave notice
21 to Defendants of its intention to withdraw as counsel if the attorney-client relationship could not
22 be significantly improved. In taking this position, DeMint was guided by: (i) Local Rule 182(d)
23 (Fed. R. Civ. P. 83), “Attorneys,” which provides that lawyers practicing before this Court must
24 adhere to the Rules of Professional Conduct of the State Bar of California (hereinafter “California
25 Rules”); and (ii) DeMint’s awareness that California Rules 3-700(C)(1)(d) and (f) permit a lawyer
26 to withdraw from a matter when the client’s conduct renders it “unreasonably difficult for the
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1 [lawyer] to carry out the employment effectively” and when the client breaches an agreement with
2 the lawyer as to legal fees and expenses.

3 7. In a writing dated June 18, 2018, and on a telephone conference held on or about
4 June 21, 2018, DeMint advised Defendants of two conditions that Defendants would need to meet
5 if DeMint were to be able to carry out its ethical obligations to Defendants and to the Court. (i)
6 Defendants would need to become more responsive to and compliant with DeMint’s requests and
7 advice; and (ii) Defendants would need to pay invoices as they came due, and set forth a payment
8 schedule for outstanding invoices.
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10 8. Unfortunately, over the ensuing months, Defendants’ responsiveness and
11 compliance did not improve.

12 9. In the instant lawsuit, poor attorney-client communication and lack of compliance
13 have impaired DeMint’s ability to function properly and have caused DeMint unreasonable
14 difficulty. I will not set forth here the specifics of Defendants’ lack of responsiveness and
15 compliance in light of California Rules 3-100, which governs an attorney’s obligation to avoid
16 disclosure of confidential information. At the Court’s request, I will amplify and explain my
17 statements and respond to any questions the Court may have regarding the situation, *in camera*.
18

19 10. Further, although several small payments were made after the June 18, 2018 notice,
20 a very considerable amount of money is owed to DeMint by Defendants. Defendants have not
21 indicated that they intend to pay this amount. Nor, despite our urging, have Defendants supplied a
22 requested schedule for payment.
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24 11. In several email correspondences (from November 2018 through January of 2019)
25 regarding open discovery items and other issues related to this Action, I conveyed the intent to
26 withdraw if Defendants could not be responsive and billings were not paid.
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1 12. In November of 2018, Defendants instructed me to communicate with a new
2 attorney, Robert Ouriel, Esq., regarding this Action; however, to date Mr. Ouriel has not appeared
3 in this matter.

4 13. Mr. Ouriel has been the only point of contact for Defendants since November of
5 2018.

6 14. Despite multiple representations from Mr. Ouriel that Defendants were in the
7 process of engaging substitute counsel, to date no such substitutions have been made.

8 15. We are admitted in this Action on a Pro Hac Vice basis with Darryl Sheetz, Esq. as
9 designated California counsel. Mr. Sheetz has been engaged in this matter since its transfer from
10 New York to California in May of 2018. Mr. Sheetz has confirmed to us his intention to maintain
11 his representation of Defendants upon our withdrawal at least until such time as Defendants
12 engage replacement counsel. Therefore, Defendants will continue to have legal representation.

13 16. On January 9, 2019, DeMint advised Letcavage in writing, both personally and as
14 the Chief Executive Officer of Premier, who was our designated point of contact, that the
15 conditions for continued representation had not been met, and that DeMint believed it necessary to
16 withdraw from representing Defendants.

17 17. Defendants did not respond to the letter, but Mr. Ouriel conveyed to me that
18 Defendants will not oppose our withdrawal.

19 18. Subsequently, pursuant to L.R. 182(d), on January 16, 2019, I telephoned Howard
20 Fischer, counsel for Plaintiff, in order to inform him that this motion would be made. I also mailed
21 and emailed a copy of the instant motion papers to Defendants at 1382 Valencia Ave., Suite F,
22 Tustin, California 92780, the address of Defendants; and to rletcavage@prhlcorp.com.

1 Withdrawal Will Not Have An Injurious Effect in this Litigation

2 19. I believe that DeMint's withdrawal will not have an injurious effect on Defendants
3 or on Plaintiff, and will not delay the progress of this case, for three reasons.

4 20. First, now and for several months, DeMint is not in a position to represent
5 Defendants' interests.

6 21. Second, Mr. Sheetz is currently admitted as counsel for Defendants in this Action
7 and will assist Defendants in transitioning to replacement counsel, and Mr. Ouriel has been
8 advising Defendants for at least the last several months. Therefore, Defendants are not without
9 legal representation or advice.

10 22. Third, Messrs. Sheetz and Ouriel have contacted me and requested that I send them
11 all discovery files and other materials relevant to this Action.

12 23. Based on all of the above, I believe that Defendants will not object to DeMint's
13 withdrawal from this case.

14 24. Accordingly, on behalf of DeMint, I respectfully request leave of this Court to
15 withdraw as counsel for Defendants in this action.

16 I declare under penalty of perjury that the foregoing is true and correct.

17 Executed on: January 17, 2019
18 Las Vegas, Nevada

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22 /s/ Anthony N. DeMint
23 Anthony N. DeMint
24 Attorney for Defendants
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